

**PROFESSIONAL EMPLOYEES AGREEMENT**

Between

**LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION**

And

**LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION**

For the school years  
July 1, 2014 – June 30, 2017

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## **PREAMBLE**

This Agreement, entered into this first day of July, 2014 by and between the Board of Education of the Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board" and the Lower Cape May Regional Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows.

## **ARTICLE I**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board as follows:

Classroom Teachers, Nurses, Media Specialists, Reading Teachers,  
Co-Curricular Sponsors, Guidance Personnel, Department Liaisons,  
and Child Study Team Members, and except Substitute Teachers.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated will be reduced to writing and will be subject to ratification by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be ratified and signed by the Board and the Association.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and /or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of the Agreement with any organization other than the Association for the duration of this Agreement.

G. In accordance with Chapter 123 P. L. 1974, proposed new rules or modifications of rules changing the terms and conditions of employment shall be negotiated with the Association.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

#### B. Definitions

1. A "grievance" is any alleged violation of this Agreement (or any dispute with respect to all matters concerning the terms and conditions of teachers' employment).
2. An "aggrieved party" can be a teacher, the Association, or the Board.
3. Level One – Principal of the school in which the alleged grievance occurred
4. Level Two – Superintendent
5. Level Three – Board of Education
6. Level Four – Binding Arbitration

#### C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.

2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after the aggrieved party has reasonable cause to have notice thereof.

#### D. Grievance Procedures

1. The aggrieved party shall first submit the grievance in writing to the appropriate Level One representative. The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.

2. Level Two – The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two if no decision is rendered, move the grievance in writing to Level Three.

3. Level Three – The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty-five (35) calendar days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and the aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.

4. Level Four – If the aggrieved party and the Association are dissatisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission to Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver copy of said petition to the Board Secretary.

a. A request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and of the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

b. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to or detracts from the provisions of this Agreement.

#### E. Miscellaneous

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself and a maximum of five (5) representatives in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123 Public Laws of 1974.

2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.

3. All parties must indicate in writing on the form provided the fact that the grievance has been resolved.

4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time as said grievance is finally determined.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. The fees and expenses of the arbitrator shall be borne equally by the Board and the Association. All other costs related to arbitration will be borne by the party incurring same.

8. If a grievance affects a group or class of teachers, or if entering the grievance at Level One would be moot, the Association may enter the grievance at either Level Two or Level Three of the grievance procedure. Level One and/or Level Two representatives shall be notified in writing of the grievance at the time the grievance is submitted to Level Three.

9. Under ARTICLE XIV, LEAVES OF ABSENCE, Section B-9a, the decision of the Superintendent shall be final and no grievance may be filed against that decision.

## ARTICLE IV

### TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and of the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Board or any authorized committee or representative of the Board concerning any matter which adversely affects the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Any suspension of a teacher pending charges may be with pay within the discretion of the Board as limited by law.

F. Teachers shall not use their institutional privileges for private gain at the expense of the students.

G. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the Education profession.

H. Nothing in this Agreement shall be construed to alter the obligation and duties of persons in public employment under Article I, paragraph 19, of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this state.

## ARTICLE V

### MANAGEMENT RIGHTS

A. The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the rights:

1. To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils;
2. To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;
4. To decide upon the means and methods of instruction, and the selection of textbooks and other teaching materials and the use of teaching aids;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and extra-curricular activities.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Constitution and Laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

D. The Board of Education reserves unto itself the sole right under Article V and within laws of the State of New Jersey to manage the educational system.

In addition to items specified in Article V the Board has the sole discretion to determine the financial needs of the district. During the length of this contract and beyond, the Board cannot guarantee that there will not be any layoffs.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal (or sign in) upon arrival on the premises during school hours.

C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.

D. The Association has the right to use school equipment, including typewriters, E-Mail, other duplicating equipment, calculating machines, all types of audio-visual equipment, computers, printers, and related equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within the Agreement.

F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.

G. All communications from June 15<sup>th</sup> to August 31<sup>st</sup> regarding this Agreement will be directed to the President of the Association by certified return receipt mail. The Association shall assume the cost of the mailings.

H. If any employee represented by the Association does not become a member of the Association during any contract year (July 1 to June 30), he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members up to the maximum amount allowed by law (which is presently set at 85%).

1. During each membership year, the Association will submit to the Board or its representative a list of those employees who have not become members of the Association for the current year.

The Board shall deduct from the salaries of said employees the amount specified above and transmit the amount so deducted to the Association. It is understood that said deduction shall be done in as nearly as possible equal installments.

2. If an employee who is required to pay the representation fee terminates his or her employment with the Board before the full fee has been paid, the Board shall deduct the balance owed from the last paycheck of said employee.

3. The Association will indemnify and hold the Board harmless against any and all claims arising from the Board's conformance with this provision.

## **ARTICLE VII**

### **SCHOOL CALENDAR AND TEACHER WORK YEAR**

A. The in-school work year for teachers employed on a ten (10) month basis shall be as follows:

1. 2010-11 and every year thereafter – 184 days which shall include 180 legal school days with the additional time to be used for staff development/teacher preparation purposes.
2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
3. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.

B. The school calendar, when fixed and adopted by the Board, shall be considered as part of this Agreement, and shall be attached hereto as Schedule B.

1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board of Education, and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board of Education on or before December 1<sup>st</sup>, or as soon thereafter as a county school calendar is proposed.
2. For the length of this contract, the day preceding the Easter vacation will be a half-day dismissal.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

B. Hourly rates - \$30/hr. to include  
Homebound and in-bound homebound

<u>#of students</u>	<u>Inbound homebound</u>	<u>Homebound</u>
2, 3, 4	\$34	\$36
5 +	\$44	\$46

Detention duty, regardless of the number of students will be paid \$30/hr.

C. The principals shall be charged with scheduling yearly and daily teaching loads in the junior and senior high schools so that there may be six (6) teaching periods which should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.

D. 1. Teachers shall have a daily duty-free lunch period at least equal to the lunch period of the students in their building, but not less than twenty-five (25) minutes per day.

2. The Board recognizes the occasional need for teachers to leave the building during their prep periods for personal reasons, school business, and related activities. Teachers should strive to keep such occurrences to a minimum, and must sign out and in upon leaving and returning, and should indicate their destination. Teachers may also leave the building during their lunch periods, but they also must sign out and in.

3. In the event of the implementation of block scheduling, the arrival and departure time of the staff may be less than the 15 minutes before or after the arrival and departure time of students.

Also, if block scheduling is implemented, preparation time shall be equal to a full instructional period, and if the teaching staff member will be out of the building for more than 45 minutes, the staff member MUST have prior approval from the Building Principal and/or his/her designee.

E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

2. The notice of an agenda for any meetings shall be given to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

3. Teachers shall not be assigned to cover classes during their preparation period except in an emergency. An emergency shall be defined as a situation for which there is no reasonable opportunity to make other arrangements.

4. A teacher's total in-school workday shall consist of not more than 7 hours per day including arrival and departure time which shall include a duty free lunch period, and a duty free prep period. Starting and ending times will be determined by the Board, but will be consistent with a seven (7) hour day including arrival and departure times.

5. In the event of the implementation of a restructured day, the available time created shall be used for the purposes of teacher in-service, meetings, curriculum work and other educational related activities not involving direct student contact. Activities involving student contact may be performed on a voluntary basis.

F. Teachers shall, in addition to their lunch period, have one period daily for preparation during which they shall not be assigned to any other duties.

G. Teacher participation; as set forth in Schedules C and D, shall be compensated according to the rate of pay and/or release time in Schedules C and D. The Board shall have in its sole discretion the option to fill or not to fill any or all of these positions. Extra-curricular activities other than those set forth in Schedules C and D shall be carried out without compensation.

H. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available at any time to designated supervisors and administrators. Failure to maintain such plans will subject an employee to disciplinary action on the first occasion

All non-tenured teaching personnel will be required to submit weekly lesson plans to their immediate supervisor.

I. Teachers shall be punctual in reporting to school, to meetings, and to all of their assignments

J. The Administration may require a teacher to perform a necessary task, but the teacher shall not be required to perform hazardous tasks detrimental to his/her physical safety.

K. In the event of the implementation of an 8 period day, it is agreed that the departure time of the staff may be less than 15 minutes after the departure of the students.

L. Any staff member that is involved in an "advisor/advisee" program in either school (as it is presently designed, and on average 1 session per month), will be entitled to leave at the conclusion of the instructional day on a half day in-service during the school year. Professional development hours will be given for this program as determined by the District's Professional Development committee. The particular half day that the staff member may miss will be determined by the Superintendent or his/her designee. It is the general intent that the particular half day that is used will be on a Friday in the Spring. Exceptions may be granted by the Superintendent or his designee at his/her discretion.

## **ARTICLE IX**

### **NON-TEACHING DUTIES**

- A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance written approval of the Principal.
- B. Any teacher on school business shall be reimbursed at the prevailing IRS rate of mileage reimbursement. Any request for mileage must be approved by the building principal and superintendent.
- C. Extra -curricular activities. Each teacher should generally and voluntarily sponsor some/one extra-curricular activity as a natural outcome or interest of their subject matter preparation and be paid in accordance with Schedule C. & D.
- D. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.
- E. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.
- F. Teachers shall not be required to maintain school attendance registers.

**ARTICLE X**

**TEACHER EMPLOYMENT**

- A. Each teacher shall be placed on his/her appropriate step on the salary guide and advance accordingly from year to year.
- B. Teachers with previous teaching experience shall, upon initial employment in the district, receive credit up to a maximum five steps for all prior teaching experience and up to four (4) years military experience as required by any law. The Board may, in its discretion, grant additional credit to any newly hired teachers.  
Placement on the salary guide shall be non-grievable and non-arbitrable.
- C. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than May 15<sup>th</sup>.
- D. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history, shall be subject to appropriate action by the Board and/or the Association.
- E. Dismissal procedures of teachers under tenure shall be that as provided by law.
- F. Dismissal procedures of non-tenured teachers shall be that as provided by law.

## **ARTICLE XI**

### **SALARIES**

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments, except in the case of a split salary guide.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, except in the case of a split salary guide. Paydays shall be the fifteenth and thirtieth of each month.

3. When a payday falls on or during a school or legal holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June.

C. Longevity shall be paid each teacher upon his reaching step 17 to 30 as specified on the attached salary guides.

D. Bachelor Plus Classification

1. For a bachelor's plus classification education credits earned shall be subject to terms, conditions and limitations as follows:

- a. Each credit earned must be a graduate credit earned from an accredited institution.
- b. Each credit shall be earned in one or more of the areas as follows:
  - (1). In the subject matter for which the teacher has been retained by the Board;
  - (2). In the area of education
  - (3). In the area of education administration
  - (4). In the area of education guidance

c. The teacher shall receive a minimum "B" grade for each credit toward the Bachelor Plus classification.

d. No credit shall be earned by the teacher for courses taken outside the areas enumerated in Paragraph 1-b hereinabove without the prior written consent of the Superintendent.

2. All classifications over that of a Bachelors Degree recognized prior to July 1, 1977 shall be continued notwithstanding the fact that such classification does not meet the criteria as set forth hereinabove.

## **ARTICLE XII**

### **TEACHER ASSIGNMENT**

A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year at the discretion of the Administrator and no later than twenty-one (21) days before the beginning of school, except in an emergency. It is understood that every attempt will be made to abide by the twenty-one (21) day notice but that there may be isolated circumstances that prevent this and notice will be given ASAP if the twenty-one (21) day period has passed.

2. The Superintendent shall notify all newly appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. Teachers shall regularly participate in curricular development individually and in committee, to provide an on-going education program to serve the needs of the students in the school district.

4. Teachers shall seek supervisory assistance when needed and accept supervision as provided by the school system.

B. The requirements as set forth in Article VIII, Paragraphs E-1 and J, shall be limited to that which is reasonable and necessary for the full, complete and effective implementation and performance by the teacher of the teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Constitution of the United States.

## ARTICLE XIII

### TEACHER EVALUATION

A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher, and will comply with the TEACHNJ Act, P.L. 2012 c.26, adopted on August 6, 2012.

2. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one (1) week of said evaluation, an evaluation report shall be prepared and presented to the teacher. At such time, the teacher shall have an opportunity to conference the report with the evaluator. No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

B. 1. A teacher shall have the right, upon request, to review his personnel file at least once a year and to receive one copy at Board expense of any material contained therein in the event of a Board's hearing or dispute; otherwise a copy shall be at the teacher's expense. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the teacher a duplicate of said answer, which duplicate shall be supplied by the teacher.

3. The Board will not establish any personnel file which is not available for the teacher's inspection.

4. Effective July 1, 1979, each teacher shall be afforded the opportunity to sign each correspondence prior to its inclusion in his/her/personnel file.

5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

C. 1. Prior to any evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to non-supervisory personnel by the Principal or counterpart supervisor periodically in accordance with the following procedures:

- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports or observations, and of discussions with any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1). Strengths of the teacher as evidenced during the period since the previous report;
  - (2). Weaknesses of the teacher as evidenced during the period since the previous report;
  - (3). Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated
- d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.
- e. Tenure teachers shall be evaluated no less frequently than once each school year.

D. Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance.

E. Work Load Consideration – During evaluation of a teacher, the evaluator shall take into consideration the workload of the teacher being evaluated. Said workload shall be consistent with the available equipment, supplies and facilities.

## ARTICLE XIV

### LEAVES OF ABSENCE

A. Sick Leave As of September 1<sup>st</sup>, all teachers shall be entitled to ten (10) sick leave days for each school year as of the first official day of said school year regardless of whether they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification shall be submitted.

Any teaching staff member that does not use any part of 10 sick days or three personal days during the 184 day school year will receive a sum of \$600 by June 30<sup>th</sup> of the contracted year.

Any teaching staff member that does not use any part of 10 sick days during the 184 day school year and excluding personal days will receive a sum of \$400 by June 30<sup>th</sup> of the contracted year.

Persons requesting and receiving unpaid leaves of absence, including all types of military service, shall not be eligible for an attendance bonus during that school year.

Persons who miss school, utilizing sick leave, but feel such was due to an on the job injury, but who do not receive workmen's compensation, shall not be eligible for the attendance bonus unless so approved by the Superintendent, in his sole discretion, whose decision shall be binding and non-grievable. Persons out of work due to workmen's compensation, but who otherwise fulfill the requirements for perfect attendance mentioned above, shall receive a pro-rated share of the bonus, based upon a 184-day. As an example, an employee on workmen's compensation for 45 days would receive 75.5% (139 divided by 184) of the appropriate bonus.

If a staff member is not present at the beginning of the school year (not being paid), he/she will get a pro-rated share of sick days. This will not pertain to those tenured staff members on maternity leave. Such individuals will receive all sick and personal time as if they were present and getting paid on September 1<sup>st</sup>.

A teacher shall be entitled to convert a maximum of five (5) accumulated sick days per year to critical illness time. Critical Illness is defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician, for members of the employee's immediate family defined as spouse, children, mother or father. In the event of more than one immediate family member being critically ill during the year, employees may request additional time, which is subject to denial by the Superintendent in accordance with the needs of the school system. The Superintendent's decision shall be non-arbitrable. Use of Critical Illness time will run concurrently with the Family Leave Act and Family Medical Leave Act.

B. Other Leaves

1. Personal Leave – First year of service – one personal day; second year of service – two personal days; three or more years of service – three personal days.

The number of personal days becomes effective July 1, 1993, for all newly employed staff. Present staff would continue to be granted three personal days.

Personal leave days are to be utilized only for personal business, or legal or family matters that cannot be conducted outside the normal workday. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted to sick days and added to the allotment in "A" above.

Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.

3. If more than two personal days are to be used consecutively, a statement of reason will be required for the last day.

4. If a sick day precedes or follows a personal day, a physician's note will be required by the Superintendent or his designee.

5. Requests for all personal leave proceeding or following a holiday must be submitted 30 days in advance, subject to approval by the Superintendent. This will be managed on a first-come, first-serve basis. The Superintendent has the discretion to approve or disapprove all leave requests. An individual teacher may use this option only one time every three years. The Superintendent's decision will be non-arbitrable.

6. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system will not result in the loss of pay or personal leave days.

7. In cases where the teacher is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.

9. Critical Illness and Bereavement Leave

a. Bereavement leave in the event of the death of an employee's family member defined as step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 3 days per occurrence. Bereavement leave in the event of death of an employee's father, mother, sister or brother, shall constitute up to 5 days excused leave per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.

b. In the event of a death of a close friend or other relative, employees may request one day of leave, which is subject to denial by the Superintendent in accordance with the needs of the school system. This day can only be used if no personal days remain. The Superintendent's decision shall be non-arbitrable.

10. Other leaves subject to terms may be granted by and in the sole discretion of the Board.

11. Teachers may use personal days one time for purposes of their own wedding or honeymoon.

12. Personal days requested prior to or after a weekend must be submitted at least 1 full week (5 school days) in advance of the day(s) requested and subject to B-1.

C. Sabbatical Leaves – Two (2) sabbatical leaves of absence for any school year may be granted by and in sole discretion of the Board to any professional employee upon written request for the purpose of study, or travel for the purpose of study, or for reasons of health.

1. The applicant for a sabbatical leave shall have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School District.

2. The applicant's request for a sabbatical shall be submitted in writing to the Superintendent no later than March 1<sup>st</sup> of the school year preceding the year for which said sabbatical is sought.

3. An application for a sabbatical shall set forth the reasons for which said sabbatical is requested. If the sabbatical is requested for reasons of health, the request must be accompanied by a certificate from the attending physician as to the necessity therefore.

4. The Board shall notify the applicant in writing of approval or disapproval of said application for leave not later than the first week of May following the receipt by the Board of the application.

5. Upon receiving permission and upon termination of said leave, the applicant shall resume his service at the opening of the ensuing school year and continue said employment for not less than two (2) additional school years. A contract to this effect shall be signed by the applicant prior to the commencement of the leave.

6. To the extent the applicant receives compensation while on sabbatical leave, the compensation as provided in Paragraph 8 herein below shall be reduced on a dollar for dollar basis.

7. The period of sabbatical leave shall count as regular employment in the school district.

8. An employee granted a sabbatical shall receive one half (1/2) of his regular salary for said period.

**D. Sick Leave Due to Pregnancy**

1. Teachers may apply for and be granted sick leave due to pregnancy for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child.

2. All individuals seeking disability leave for a period of up to four weeks prior to the anticipated date of birth of a child and four weeks after the anticipated birth must produce a certification from their physician referring to the anticipated date of birth.

3. Any individual seeking additional disability leave through use of accumulated sick leave must produce appropriate medical documentation establishing the medical basis for this extended disability period.

4. The Board, regarding these extended disability extensions, may require the affected individual(s) to see a Board physician as a condition of the receipt of additional extended leave. The individual in the appropriate circumstances as set forth above may utilize all of their accumulated sick leave prior to taking any unpaid child rearing leave if requested.

**E. Child Rearing Leave**

1. In the case of an adoption, notice shall be given to the teacher's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the teacher is informed of the custody date.

2. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a teacher must work at least 90 days in the school year that the leave commences or terminates. A teacher utilizing accumulated sick leave prior to an unpaid child rearing leave shall be considered as working for purposes of the article.

3. A teacher on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as required by statute.

F. Education Association Leave

1. “Board shall provide 2 days per year of release time to Association President or his/her designees to perform their duties as Association Representatives. Release time shall not reduce the unassigned time, preparation time, lunch periods, and break periods of said representatives.” There is an option of more time if required but must be approved by Superintendent and decision to grant time or not is non-grievable.

## **ARTICLE XV**

### **SUBSTITUTES**

A. Teachers who must be absent from school shall notify the person so designated by the Administration not later than 7:00 a.m. on the day they will be unavailable for work, unless some prior agreed to notification has been set by the involved teachers and the Administration. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

B. Long term replacement teachers who are expected to work for two months or more or who are filling a vacated position shall be paid at the per diem rate of 1/200<sup>th</sup> of his or her appropriate classification at Step 1 pro-rated for the period of his or her service. Long-term replacement teachers are not entitled to any contractual benefits.

**ARTICLE XVI**  
**PROTECTION OF TEACHERS**

A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his/her duties, the teacher shall not forfeit any sick leave or personal leave.

2. Absence because of injury arising out of a teacher's employment shall be compensated in accordance with the provisions of the Workman's Compensation Law and NJSA 18A:30-1 et seq.

B. A school nurse shall be scheduled for the entire school day for each school.

## **ARTICLE XVII**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him/her to the next higher authority. If a student is sent out he/she will be kept out from class for a full period only (for 1 period), after which he/she may be sent back to class as determined by the Principal, Assistant Principal or his/her designee.
- C. Teachers shall be responsible for the supervision and accountability of school property and for school materials assigned to them.

## ARTICLE XVIII

### INSURANCE PROTECTION

A. The Board will provide coverage as set forth in the New Jersey School Employees Health Benefits Program (NJSEHBP) for NJ Direct15 and Aetna HMO, which includes the prescription benefit, or its equivalent, for the entire family in compliance with state statute Ch.78, P.L. 2011 and the negotiated contract. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.

B. Fringe Bank is \$1,000.00 for length of contract and Association agrees to pay up to \$50.00 of the 125 Plan Administration fee. The employee's Fringe Bank is to be used for out-of-pocket medical expenses such as physician/hospital co-pays, deductibles, and coinsurance, dental expenses (including preventive dental coverage for dependent children under 14 years of age, which is mandated by the Affordable Care Act) , and vision expenses.

1. All first year teachers to the Lower Cape May Regional School District will be ineligible for fringe bank reimbursement. Expenses incurred during this year will not be eligible for reimbursement purposes.

2. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods.

3. Any unused funds from a given school may be only carried over one (1) school year.

4. The Board of Education shall maintain a Section 125 Plan for our health insurance and fringe benefits.

5. Members of the Association whom are on sick leave, or sick leave due to pregnancy, shall be entitled to "Fringe Bank Benefits" pursuant to Article XVIII Section D for those expenses actually incurred during the period of such sick leave. Members of the Association whom are granted child rearing leave, leaves of absence, or any other type leave shall not be entitled to "Fringe Bank Benefits" pursuant to Article XVIII Section D for any expenses incurred during the period of any such leave of absence.

C. In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the New Jersey School Employees Health Benefits Program with the sole exception that a clause mandating a required second opinion for surgery may be included. In the event that a second opinion for surgery is mandated, the covered participant or dependant will be held harmless for any financial obligations resulting from the obtaining of said second opinion. Charges related to the mandatory second opinion will be the responsibility of the insurance carrier or the Board.

## **ARTICLE XIX**

### **PERSONAL AND ACADEMIC FREEDOM**

A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to expressed Board policy.

In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its Administration, or the Board and subject to Board policy.

## **ARTICLE XX**

### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their Principal or other immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.

B. Teachers shall be a part of all textbook selection.

## ARTICLE XXI

### AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

School Building \_\_\_\_\_

District \_\_\_\_\_

To Disbursing Officer \_\_\_\_\_

Board of Education \_\_\_\_\_

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawal as of January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any liability therefrom.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.

D. 1. Whenever a teaching or administrative vacancy occurs or a new position is created, within three (3) days after receipt of the official resignation (or designation by the Board that a new position has been created, a Notice shall be given to the President of the Association, said Notice stating that such a vacancy exists.

2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this system. All qualified staff members making application for said vacancy shall be given due consideration.

E. For the purpose of binding the Board, notwithstanding the provisions of Article XXII, Paragraph D, a teaching vacancy shall not exist until the resignation form is submitted in proper form and said resignation is formally accepted by the Board. All Schedule C and D appointments will be appointed annually and considered vacant upon conclusion of the season.

F. Any Liaison who teaches a 6<sup>th</sup> period shall be paid \$3,750. for the duration of contract.

G. Positions that are funded through grant monies and therefore may or may not be in existence on a yearly basis shall be posted and advertised in accordance with contract. Positions will be filled as provided by contract or law. At the Board of Education's discretion, a list of these positions and their salaries shall be provided to the Association on a yearly basis and updated as needed.

H. Any teaching staff member of the Professional Development Committee will be paid \$250. provided he/she spends 10 hours time thereon. This stipend is paid only because the committee is state mandated.

G. When feasible, for the President of the Association to teach no more than five classes per day.

## ARTICLE XXIII

### DEDUCTION FROM SALARY

A. 1. I designate the Lower Cape May Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Lower Cape May Regional Education Association \_\_\_\_\_

Cape May County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1, under the rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teachers' salaries money for Local, State and for National association services and programs as said teacher individually and voluntarily authorizes the Board to deduct and transmit monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

## ARTICLE XXIV

### PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Any teacher either in their first or second year of teaching may take 3 credits a year and receive reimbursement during a contract year (July 1st to June 30<sup>th</sup>) upon taking graduate credits at an accredited college or university in the areas of their current teaching assignment or towards a degree program or upon approval by the Superintendent. If a teaching staff member leaves the district voluntarily in their first or second year they shall be responsible to reimburse the Board prior to their leaving the amount paid by the District. In the third year and thereafter, a teaching staff member shall receive reimbursement for up to 6 credits a year. Reimbursement will be made up to a maximum of the Rowan University rate at the time of enrollment in the course (not including parking fees).

To be eligible for reimbursement, the teacher must receive a "B" or better. Official transcripts of the grade and proof of tuition costs must be submitted. To be reimbursed, the teacher must receive approval from the Superintendent prior to the start of the course(s).

The Board and the Association agree to form a Professional development Committee that will develop a plan for continuous professional development yearly.

The new plan must be in accordance with the adopted code. Staff members may take in-house credits, courses completed at colleges or universities, distance learning courses, or curriculum development to meet the 100 credit hour requirements. Professional development hours other than approved graduate courses cannot be counted for movement on the salary guide; only graduate courses that are approved by the State of New Jersey and taken from accredited institutions will be permitted for movement on the salary guide, as well as the following:

In-house workshops may be offered throughout the school year that will provide Continuing Education Units (CEU's) at the rate of one credit per (ten) 10 hours. The ten (10) hours will count towards the Professional Development requirement and the one (1) credit will count towards movement on the salary guide. CEU's alone cannot take a staff member to the next level (BA+15, B+30, etc.) on the salary guide. They must be combined with an approved graduate course.

If is further understood that it is the Board's responsibility to: monitor the requirements and provide active assistance and support of teachers' efforts to meet the requirements and the responsibility of the district's administration to identify teachers' continued education plan in their individual Professional Improvement Plan (PIP); to monitor, through the PIP, teachers' efforts to meet the requirement; and to take appropriate remedial action, through progressive supervision and use of existing laws and rules, when an individual teacher fails to make annual progress or fails to satisfy the requirement fully within the five-year period.

It is the responsibility of the individual staff member to maintain accurate records of all professional development hours and CEU's. The accumulated time must be certified through the staff member's supervisor and the PIP process.

## **ARTICLE XXV**

### **SICK LEAVE REIMBURSEMENT**

Teachers who retire from the District and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave at the rate of 38% of his/her per diem (calculated at 1/200<sup>th</sup> of annual salary at the time of retirement) rate provided eighteen (18) years of service have been completed in the Lower Cape May Regional School District.

Payment shall be made within based on the following:

- Notification prior to December 31<sup>st</sup> - payment will be made by August 30<sup>th</sup> of the following year.
- Notification after January 1<sup>st</sup> - payment will be made on the 1<sup>st</sup> pay period after one year from the notification.

The estate of any employee with 18 years of service in the District who becomes deceased during the term of his/her employment shall be entitled to 35% of value of accumulated sick leave.

Teacher's who retire in the district who were hired after May 21, 2010 shall only be eligible for a maximum payout of \$15,000 based on \$100/day providing the staff member has completed 25 years of service in the District.

## **ARTICLE XXVI**

### **SUMMER WORK**

Teachers employed after the end of the teacher work year shall be paid at their per diem rate up to a maximum of nine steps depending upon their classification and step on the guide, based upon the July 1, 2011 salary guide, and upon the July 1, 2012 salary guide for the second year, and upon the July 1, 2013 salary guide for the third year of the contract.

Regular summer work hours shall be 8:00 a.m. to 2:00 p.m. with a twenty-minute lunch break to be taken on site.

These salaries apply to librarians, guidance counselors and child study team members and any other personnel as assigned by the Board.

Summer completion teachers shall be paid at the same rate above except pro-rated to the hours of 8:00 a.m. to 1:00 p.m.

Summer work – staff development training, including meetings, will be paid at the rate of \$30.00 per hour.

Summer curriculum development pay will be specified prior to performance and will include the fee for a finished product.

Examples (2011-2012):

- A. A staff member at BA step 3 would receive 1/200<sup>th</sup> of BA step 3, or \$245.81 per diem.
- B. A staff member at MA+30, step 12 would receive 1/200<sup>th</sup> of MA+30, step 9, or \$304.05 per diem.

## ARTICLE XXVII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2017 and subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

Kathleen Parker  
PRESIDENT  
Kathleen Parker

Pat Holden  
SECRETARY  
Pat Holden

8/12/14  
DATE

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

Becky Johnson  
PRESIDENT

W. Johnson 8/28/14  
SECRETARY

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**  
**CAPE MAY, NEW JERSEY**  
**RESIGNATION**

TO: Lower Cape May Regional Board of Education

SUBJECT:

This letter is to serve as formal notice of my resignation

as \_\_\_\_\_

from the Lower Cape May Regional School District, effective: \_\_\_\_\_

\_\_\_\_\_  
Signature of Resignee

I certify that this resignation was submitted to the Superintendent, and executed on

\_\_\_\_\_ before me \_\_\_\_\_

who witnessed same.

\_\_\_\_\_  
Signature of Resignee

\_\_\_\_\_  
Signature of Witness

**SCHEDULE E**  
**GRIEVANCE FORM**

Level of Grievance:

**Level One:**

Aggrieved Party or Representative \_\_\_\_\_ Date of Submission \_\_\_\_\_

Building Principal \_\_\_\_\_

**Level Two:**

Aggrieved Party or Representative \_\_\_\_\_ Date of Submission \_\_\_\_\_

Superintendent of Schools \_\_\_\_\_

**Level Three:**

Aggrieved Party or Representative \_\_\_\_\_ Date of Submission \_\_\_\_\_

Secretary to the Board of Education \_\_\_\_\_

**Level Four:** Notification of submission of grievance to Arbitration

Aggrieved Party or Representative \_\_\_\_\_ Date of Notification \_\_\_\_\_

Secretary to the Board of Education \_\_\_\_\_

Notification of petition to submit grievance to Arbitration:

Aggrieved Party or Representatives \_\_\_\_\_ Date Copy Received \_\_\_\_\_

Secretary to the Board of Education \_\_\_\_\_

## **GRIEVANCE FORM**

A. Statement of Grievance:

B. Time when, place where, events surrounding Grievance:

C. Basis of Grievance:

D. Redress:

E. Signature of Aggrieved Party:

**2014-2015**

	<b>BA &amp; NON DEGREE</b>	<b>BA +15</b>	<b>BA +30</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>PHD</b>
1	49,050	50,050	51,050	52,050	53,050	54,050	55,050
2	50,178	51,178	52,178	53,178	54,178	55,178	56,178
3	51,306	52,306	53,306	54,306	55,306	56,306	57,306
4	52,434	53,434	54,434	55,434	56,434	57,434	58,434
5	53,563	54,563	55,563	56,563	57,563	58,563	59,563
6	55,034	56,034	57,034	58,034	59,034	60,034	61,034
7	56,506	57,506	58,506	59,506	60,506	61,506	62,506
8	57,977	58,977	59,977	60,977	61,977	62,977	63,977
9	60,332	61,332	62,332	63,332	64,332	65,332	66,332
10	62,686	63,686	64,686	65,686	66,686	67,686	68,686
11	65,040	66,040	67,040	68,040	69,040	70,040	71,040
12	67,395	68,395	69,395	70,395	71,395	72,395	73,395
13	69,749	70,749	71,749	72,749	73,749	74,749	75,749
14	72,104	73,104	74,104	75,104	76,104	77,104	78,104
15	74,458	75,458	76,458	77,458	78,458	79,458	80,458
16	76,812	77,812	78,812	79,812	80,812	81,812	82,812
17	77,472	78,472	79,472	80,472	81,472	82,472	83,472
18	78,132	79,132	80,132	81,132	82,132	83,132	84,132
19	78,792	79,792	80,792	81,792	82,792	83,792	84,792
20	79,452	80,452	81,452	82,452	83,452	84,452	85,452
21	80,112	81,112	82,112	83,112	84,112	85,112	86,112
22	80,772	81,772	82,772	83,772	84,772	85,772	86,772
23	81,432	82,432	83,432	84,432	85,432	86,432	87,432
24	82,092	83,092	84,092	85,092	86,092	87,092	88,092
25	82,752	83,752	84,752	85,752	86,752	87,752	88,752
26	83,412	84,412	85,412	86,412	87,412	88,412	89,412
27	84,072	85,072	86,072	87,072	88,072	89,072	90,072
28	84,732	85,732	86,732	87,732	88,732	89,732	90,732
29	85,392	86,392	87,392	88,392	89,392	90,392	91,392
30	86,052	87,052	88,052	89,052	90,052	91,052	92,052

**2015-2016**

	<b>BA &amp; NON DEGREE</b>	<b>BA +15</b>	<b>BA +30</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>PHD</b>
1	50,310	51,310	52,310	53,310	54,310	55,310	56,310
2	51,467	52,467	53,467	54,467	55,467	56,467	57,467
3	52,624	53,624	54,624	55,624	56,624	57,624	58,624
4	53,781	54,781	55,781	56,781	57,781	58,781	59,781
5	54,939	55,939	56,939	57,939	58,939	59,939	60,939
6	56,448	57,448	58,448	59,448	60,448	61,448	62,448
7	57,957	58,957	59,957	60,957	61,957	62,957	63,957
8	59,466	60,466	61,466	62,466	63,466	64,466	65,466
9	61,881	62,881	63,881	64,881	65,881	66,881	67,881
10	64,296	65,296	66,296	67,296	68,296	69,296	70,296
11	66,711	67,711	68,711	69,711	70,711	71,711	72,711
12	69,126	70,126	71,126	72,126	73,126	74,126	75,126
13	71,541	72,541	73,541	74,541	75,541	76,541	77,541
14	73,956	74,956	75,956	76,956	77,956	78,956	79,956
15	76,371	77,371	78,371	79,371	80,371	81,371	82,371
16	78,785	79,785	80,785	81,785	82,785	83,785	84,785
17	79,445	80,445	81,445	82,445	83,445	84,445	85,445
18	80,105	81,105	82,105	83,105	84,105	85,105	86,105
19	80,765	81,765	82,765	83,765	84,765	85,765	86,765
20	81,425	82,425	83,425	84,425	85,425	86,425	87,425
21	82,085	83,085	84,085	85,085	86,085	87,085	88,085
22	82,745	83,745	84,745	85,745	86,745	87,745	88,745
23	83,405	84,405	85,405	86,405	87,405	88,405	89,405
24	84,065	85,065	86,065	87,065	88,065	89,065	90,065
25	84,725	85,725	86,725	87,725	88,725	89,725	90,725
26	85,385	86,385	87,385	88,385	89,385	90,385	91,385
27	86,045	87,045	88,045	89,045	90,045	91,045	92,045
28	86,705	87,705	88,705	89,705	90,705	91,705	92,705
29	87,365	88,365	89,365	90,365	91,365	92,365	93,365
30	88,025	89,025	90,025	91,025	92,025	93,025	94,025

**2016-2017**

	<b>BA &amp; NON DEGREE</b>	<b>BA +15</b>	<b>BA +30</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>PHD</b>
1	51,520	52,520	53,520	54,520	55,520	56,520	57,520
2	52,705	53,705	54,705	55,705	56,705	57,705	58,705
3	53,890	54,890	55,890	56,890	57,890	58,890	59,890
4	55,075	56,075	57,075	58,075	59,075	60,075	61,075
5	56,260	57,260	58,260	59,260	60,260	61,260	62,260
6	57,805	58,805	59,805	60,805	61,805	62,805	63,805
7	59,351	60,351	61,351	62,351	63,351	64,351	65,351
8	60,897	61,897	62,897	63,897	64,897	65,897	66,897
9	63,370	64,370	65,370	66,370	67,370	68,370	69,370
10	65,843	66,843	67,843	68,843	69,843	70,843	71,843
11	68,316	69,316	70,316	71,316	72,316	73,316	74,316
12	70,788	71,788	72,788	73,788	74,788	75,788	76,788
13	73,261	74,261	75,261	76,261	77,261	78,261	79,261
14	75,734	76,734	77,734	78,734	79,734	80,734	81,734
15	78,207	79,207	80,207	81,207	82,207	83,207	84,207
16	80,680	81,680	82,680	83,680	84,680	85,680	86,680
17	81,354	82,354	83,354	84,354	85,354	86,354	87,354
18	82,028	83,028	84,028	85,028	86,028	87,028	88,028
19	82,702	83,702	84,702	85,702	86,702	87,702	88,702
20	83,376	84,376	85,376	86,376	87,376	88,376	89,376
21	84,050	85,050	86,050	87,050	88,050	89,050	90,050
22	84,724	85,724	86,724	87,724	88,724	89,724	90,724
23	85,398	86,398	87,398	88,398	89,398	90,398	91,398
24	86,072	87,072	88,072	89,072	90,072	91,072	92,072
25	86,746	87,746	88,746	89,746	90,746	91,746	92,746
26	87,420	88,420	89,420	90,420	91,420	92,420	93,420
27	88,094	89,094	90,094	91,094	92,094	93,094	94,094
28	88,768	89,768	90,768	91,768	92,768	93,768	94,768
29	89,442	90,442	91,442	92,442	93,442	94,442	95,442
30	90,116	91,116	92,116	93,116	94,116	95,116	96,116

## High School – Schedule “C”

Football, Boys and Girls Basketball and Wrestling  
Head Coach

School Years	1 - 3	4 +
2014-2017	\$6,461	\$7,147

Football, Boys and Girls Basketball and Wrestling  
Assistant Coach

School Years	1 – 3	4 +
2014-2017	\$5,202	\$5,889

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Baseball, Softball, Boys and Girls Track, Field Hockey, Soccer, and Lacrosse  
Head Coach:

School Years	1 – 3	4 +
2014-2017	\$5,708	\$6,358

Baseball, Softball, Boys and Girls Track, Field Hockey, Soccer, and Lacrosse  
Assistant Coach:

School Years	1 – 3	4 +
2014-2017	\$4,803	\$5,463

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Boys and Girls Tennis, Golf, Swimming, Cheerleading and  
Boys and Girls Cross Country  
Head Coach

School Years	1 – 3	4 +
2014-2017	\$5,188	\$6,121

Boys and Girls Tennis, Golf, Swimming, Cheerleading and  
Boys and Girls Cross Country  
Assistant Coach

School Years	1 – 3	4 +
2014-2017	\$4,506	\$5,155

---

Surf Club

School Years	1 – 3	4 +
2014-2017	\$2,218	\$2,657

## High School – Schedule “C”

### Athletic Trainer

School Years	
2014-2017	\$18,318

### Weight Room

School Years	Fall	Winter	Spring	Summer
2014-2017	\$3,333	\$3,333	\$3,333	\$3,333

### Athletic Event Personnel

#### Security – Announcer - Tickets

2014-2017

Weekday Event 1 Game	Weekday Event 2 Games	Wrestling Weekday Event 3BB Games	Saturday BB 2 Games	Saturday Wrestling TRI/QUA
\$42	\$52	\$57	\$67	\$72

#### Scoreboard - Clock

2014-2017

Weekday Event 1 Game	Weekday Event 2 Games	Wrestling Weekday Event 3BB Games	Saturday BB 2 Games	Saturday Wrestling TRI/QUA
\$47	\$57	\$67	\$72	\$82

## Teitelman – Schedule “C”

### Head Coach

School Years	1 – 3	4 +
2014-2017	\$3,194	\$3,692

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### Assistant Coach

School Years	1 – 3	4 +
2014-2017	\$2,631	\$3,084

---

### RMT Site Manager

School Years	
2014-2017	\$3,147

---

The coach of any junior high sport that has a grade level coach – shall be designated “head coach”.

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### Athletic Event Personnel

#### Scoreboard – Clock 2014-2017

Weekday Event 1 Game	Weekday Event 2 Games
\$37	\$47

## High School Schedule “D”

### Yearbook

School Years	1 – 3	4 – 6	7 +
2014-2017	\$3,960	\$4,356	\$4,755

---

### School Paper

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,971	\$3,367	\$3,762

---

### School Play

School Years	1 – 3	4 – 6	7 +
2014-2017	\$4,575	\$4,975	\$5,371

---

### Stage Crew Manager

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,591	\$2,990	\$3,382

---

### Class Advisor (9<sup>th</sup> and 10<sup>th</sup> Grades)

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,833	\$2,230	\$2,713

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### Class Advisor (11<sup>th</sup> Grade)

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,288	\$2,681	\$3,080

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### Class Advisor (12<sup>th</sup> Grade)

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,742	\$3,741	\$3,535

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Progression on class advisor step will be related to number of total years service as a class advisor regardless of grade or level. Progression on guide will be made by grade level position and years experience.

### Yearbook Business Manager

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,442	\$2,836	\$3,232

## High School Schedule “D”

### Literary Magazine

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,221	\$1,615	\$2,013

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### National Honor Society

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,586	\$1,961	\$2,335

---

### Fall Play Director

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,116	\$2,511	\$2,907

---

### School Store

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,059	\$1,457	\$1,847

---

### Academic Advisor (Mock Trial)

School Years	1 – 3	4 – 6	7 +
2014-2017	\$5,945	\$6,334	\$6,909

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### Assistant (Mock Trial)

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,833	\$2,230	\$2,713

---

### Renaissance Coordinator

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,833	\$2,230	\$2,713

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### Intramural Coordinator

School Years	
2014-2017	\$7,458

## High School Schedule “D”

### Department Liaisons

School Years	
2014-2017	\$4,149

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### Mentors

School Years	
2014-2017	\$1,651

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### Student Mentor Coordinators

School Years	High School	Teitelman
2014-2017	\$5,230	\$2,615

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### New Teacher Mentor Coordinators

School Years	
2014-2017	\$5,230

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### Pep Band

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,089	\$2,476	\$2,869

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### District Publications Director

School Years	1 – 3	4 – 6	7 +
2014-2017	\$3,659	\$4,046	\$4,434

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### Mechanical Engineering Project/Scientific Contest Coordinator

School Years	1 – 3	4 – 6	7 +
2014-2017	\$3,584	\$3,970	\$4,356

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### Tri-M

School Years	
2014-2017	\$1,453

## High School Schedule "D"

### Instrumental Ensemble

School Years	
2014-2017	\$2,321

### Marching Band

School Years	1 - 3	4 - 6	7 +
2014-2017	\$4,575	\$4,975	\$5,371

### Marching Band Assistant

School Years	1 - 3	4 - 6	7 +
2014-2017	\$2,442	\$2,836	\$3,232

### Jazz Band

School Years	1 - 3	4 - 6	7 +
2014-2017	\$1,983	\$2,380	\$2,778

### Traveling Choir

School Years	
2014-2017	\$8,513

### Summer Band

School Years	1 - 3	4 - 6	7 +
2014-2017	\$3,658	\$4,056	\$4,451

### Student Council

School Years	1 - 3	4 - 6	7 +
2014-2017	\$2,442	\$2,836	\$3,232

# Teitelman - Schedule "D"

Teitelman Band Director

School Years	
2014-2017	\$4,574

Environmental Director

School Years	1 - 3	4 - 6	7 +
2014-2017	\$2,442	\$2,836	\$3,232

Environmental Assistant

School Years	1 - 3	4 - 6	7 +
2014-2017	\$1,223	\$1,615	\$2,013

Literary Magazine

School Years	1 - 3	4 - 6	7 +
2014-2017	\$1,223	\$1,615	\$2,013

RMTV Coordinator

School Years	1 - 3	4 - 6	7 +
2014-2017	\$1,528	\$1,925	\$2,317

Yearbook

School Years	1 - 3	4 - 6	7 +
2014-2017	\$1,223	\$1,615	\$2,013

School Play

School Years	1 - 3	4 - 6	7 +
2014-2017	\$2,820	\$3,217	\$3,612

Student Council

School Years	1 - 3	4 - 6	7 +
2014-2017	\$2,442	\$2,836	\$3,232

## Teitelman – Schedule “D”

### School Paper

School Years	1 – 3	4 – 6	7 +
2014-2017	\$2,971	\$3,367	\$3,762

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### Pom Pom Advisor

School Years	
2014-2017	\$1,394

---

### RMT Publications Director

School Years	1 – 3	4 – 6	7 +
2014-2017	\$1,829	\$2,024	\$2,217

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